1900-065 Chancery Causes: W. P. Weston vs William H. Fields
Lee Co

1 Plat

CH- Contract Dispute
T- Property

-Deed

EVERETT WADDEY CO.
RICHMOND, VA.

To the Hon. W. T. Miller Judge of the Circuit Court of Lee County Virginia:

Your orator W. P. Weston, who thumbly complaining would respectfully represent that heretofore, he sold and deeded to W. H. Fridly a certain tract or parcel of land situated in Lee County Virginia more particularly described by a copy of said deed herewith filed as part hereof marked "Deed" and which is prayed to be considered herewith, as part hereof; This deed bears date December the 9th, 1893.

By the terms of said sale, your orator reserved one pole wide, running parallel with what is known as the martin line a line running somewhat east & west; the Fridly land lying to the northward of said line; this one pole strip was intended and became passway for an alley tract thereafter owned by your orator. But in the description of said land your orators deed only calls for certain Courses & distances and

does not mention said reservation; So that at the West end the line by mistake called for the distance of 24 poles, instead of 23 poles; and thus carries the line across said Strip & Covers it and reaches to the Northern line, thus Cutting off said lane of one pole. Which runs the whole length of the Field; Out of 8 acres; Thus the lane ends on the west end of the Field; but and defeats its object which was for a passway and not let to the other Tract.

This mistake was discovered when the said Fields fences up the lane and his attention was called to it, and he requested to Correct the same but he refuses to do so. Grantor never sold Grantee this Strip but expressly reserved a Strip along the Northern line the whole length of the land sold to Fields a Strip one pole wide. But using the old papers the draftsman made the mistake of Calling across the whole tract as owned by Grantor and did not stop as he should near the one pole of

the Martin line. Your orator
has had a survey made of
said lot showing the point
of said mistake and files the
same herewith as part hereof
marked Survey, & prays
that the same be Considered
herewith as part hereof.

By an inspection of the
same the Martin line will
be seen the Field lot is so
marked & the mistake occurs
on the point marked "O"
between the two Cross lines
"23+1+ pole from the Martin line" and
the dotted line "25+ poles".

Your orator has made every
reasonable effort to get said
Field to Correct said mistake
but he refuses to do so, yet
he well knows it is a mis-
take, and that he never pur-
chased said Strip, but the same
was reserved.

The object of this bill is to
Correct said deed & mistake
therein so that the same may
call for a line parallel
with one pole from the Martin
line, so as to Correspond with
the Sale, the true intent and
understanding of the said
Field & your orator.

His prayer therefore is that W. H. Field be made a party defendant to this Bill & that he answer the same but he need not do so upon oath that being waived. And on a hearing said deed be so changed & amended as to correct said mistake and that said Field only held said land up to a line parallel with & one pole from the Martin line through across the same strip so sold to him as aforesaid. That is that the said mistake in said deed be corrected, and made to read as the Contract & rule may. And for all other further & general relief, such as his merit be granted to him. May it Commence with Supersum &c.

Solemnly Sworn.

W. P. Weston

by Bill Chy

Wm H. Fields

Virginia,

In the Circuit Court of Lee County.

To the Honorable W. T. Miller, Judge of said Court:

.....The Demurrer and answer of W. H. Fields to a bill filed in in this Honorable Court against this respondent by W. P. Weston. For demurrer thereto this respondent says, that said bill is not sufficient in law. But should any other or further answer be necessary, answering he says: It is true that the plaintiff sold and conveyed to him a certain tract or parcel of land situated in said county, and which is properly described in plaintiff's deed to the same exhibited with his bill, but it is not true that the plaintiff by the terms of said sale reserved one pole wide of the tract or parcel so sold by him to respondent, or any other portion or part thereof, but upon the contrary the plaintiff sold to respondent the tract or peice of land described in his deed--the same being twenty-four poles wide at the West end and 18 1/2 poles wide at the East end, and without any reservation of any part of said boundary; and if this boundary extends nearer to the Martin line than plaintiff supposed it would, or intended it should, that is the plaintiff's misfortune and not such mistake as a Court of Equity will correct. This respondent purchased the boundary described in plaintiff's deed and without any reservation of any part thereof, and he denies that the plaintiff has any right to have said deed corrected or changed in any manner; and he further denies that according to the plat filed with plaintiff's bill the twenty-four poles on the West end extends nearer than within one pole of the Martin line. Respondent does not know where the Martin line is, and it may be that the plaintiff has learned that the Martin line is not where he thought it was, but as the reservation claimed to have been made by the plaintiff was one to himself he should have made it in his deed and he is estopped to claim against his own deed any of the land conveyed therein. Respondent denies the allegation that " he well knows that it is a mistake and that he never purchased said strip, but the same was reserved." Respondent knows no such thing and he did purchase the land conveyed to him by said deed witout any reservation whatever. And now having answered, he prays to be hence dismissed with his reasonable cost.

Orr & Blankenship, for Deft.

L. & B.

W. P. Weston

vs. } Answer of Defendant.

W. H. Field Sr.

Filed in open Court
and by leave thereof
November the 16th 1898
A. B. Munsey Clerk

W. P. Weston Plaintiff } In chancery.
against
W. H. Fields Defendant }

The matter involved in this cause having been settled between the parties, and nothing remaining to be done here, It is ordered that the cause be stricken from the docket.

W. P. Weston

vs } Order Final

W. H. Fields

Entered on Abs. O.B.
No 6 Page 379.

Enter this order.

H. A. W. Stone

Nov 16th 1900.

W. P. Weston, Plaintiff } In Chancery.
against
W. A. Fields Defendant }

On motion of the defendant leave is granted him to file his demurrer and answer and the same was filed, and the plaintiff joined in said demurrer and replied ~~to~~ generally to said answer, and the Cause is Continued.

N. P. Weston

vs } Decree.

W. H. Fields

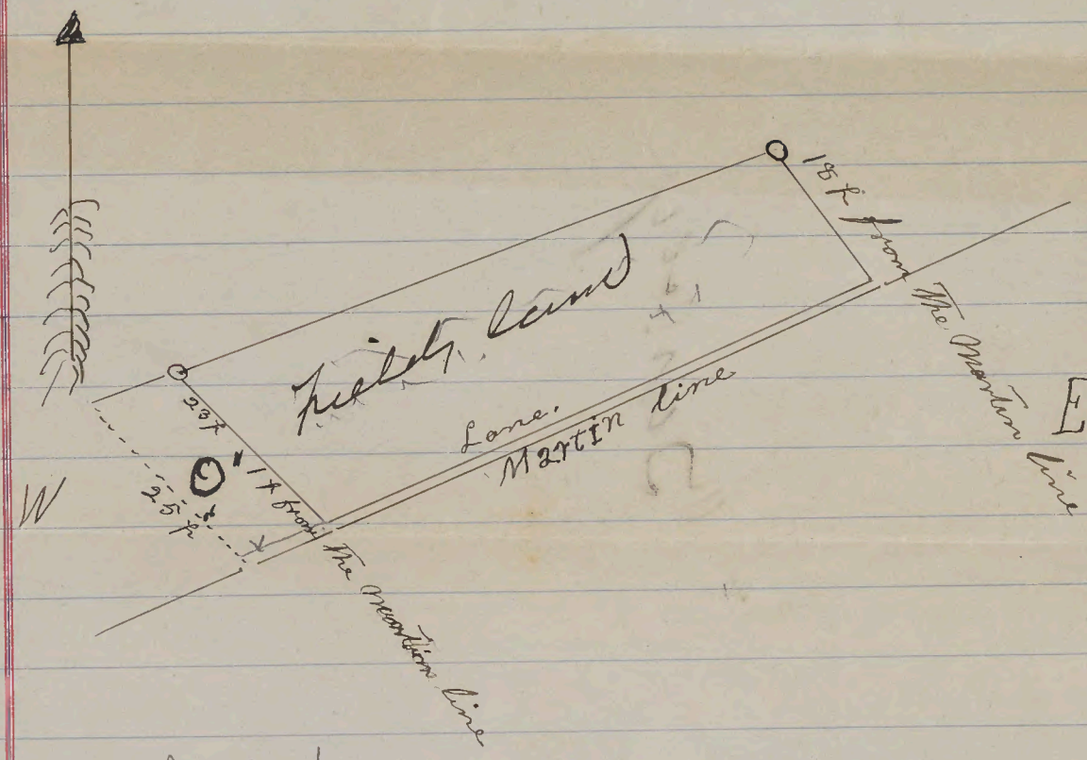
Eq. C.D.B. 6 p 217

X 218

Enters this decree

N. Fitch

Nov 17th 1898.



Should be

W. H. Fielly.

"Sunday"

This deed made this December 9th 1893 between William P. Weston and Elizabeth S. his wife of the first part, and William H. Fields of the second part all of the county of Lee and State of Virginia. Witnesseth, for the consideration of the sum of Fifty Dollars to them paid the receipt of which is hereby acknowledged the said parties of the first part do bargain and sell to the parties of the second part all their interest and claim in and to a tract or lot of land lying and being in the same county and State aforesaid adjoining the lands of & William Andre and others containing by estimation eight acres be the same more or less and being bounded as follows to wit: Beginning at Rock thence S 69 W 74 poles to a Rock thence S 46 E 24 poles to Rock thence N 67 E 69 poles to a Rock thence N 36½ W 18½ poles to the begining. And the said William P. Weston and Elizabeth S. Weston his wife do covenant with the said William H. Fields to warrant generaly the title to the above described tract or lot of land with all thereto belonging free from the claims of themselves their heirs and all other persons. witness the following signatures and seals.

W. P. Weston (Seal)

Elizabeth S. Weston (Seal)
her mark

Virginia Lee County

I William H. Speak a Notary Public for the county aforesaid in the State of Virginia do certify that

William P. Weston and Elizabeth S. Weston his wife whose names are signed to the foregoing deed bearing date December 9th 1893 have acknowledged the same before me in my County aforesaid. Given under my hand this December 9th 1893.

William H. Speak Notary Public.

Virginia, Lee County, to wit:-

In the Office of the Clerk of the County Court for said County the the 24th day of January 1898. This deed was presented and together with the certificate thereto annexed admitted to record.

Teste- S. V. F. Richmond, Clerk.

A Copy

Teste:- S. V. F. Richmond

Clerk

H. P. Weston & wife

To } Deed
" } Copy Teste.

Wm H. Fields

Fee Paid

"Deed"

W. P. Weaton

vs

Bill Clay

W. H. Fields.

1898 2nd Oct rules Spa

Exd & D. N.

" 1st Nov rules taken the last Monday in Oct D. N. Confd & Cause Set for hearing